BDNA
BREAKERS + DRILLS

COMMERCIAL TERMS FOR QUOTATIONS
Equipment, Parts and Services
Effective August 2026

QUOTE TERMS SUMMARY

Key commercial terms for equipment, parts and services

IMPORTANT - FULL TERMS APPLY. This summary highlights key provisions only. The BDNA Standard Terms & Conditions of Sale, Rev 2026.08 (BDNA-TCS-2026.08) (the "Full Terms") are incorporated into the quotation. Quote-specific terms control pricing, currency, payment, delivery rule and named place, scope, and project-specific terms. If documents conflict, the accepted quotation/order acknowledgement prevails, followed by the Full Terms, then this summary.

COMMERCIAL POINT	SUMMARY
QUOTATION & PRICE	Prices are in the quoted currency (CAD or USD). A quote is valid for the stated period, or 30 days if silent. The price includes only listed Products and charges. Post-acceptance price or scope changes require a written change order.
TAXES & EXTRAS	Applicable HST/GST/PST, sales or use taxes, duties, brokerage, delivery, pickup, field service, commissioning, installation, permits, travel, and similar charges are extra unless expressly included in the quotation.
ORDER, DEPOSIT & CANCELLATION	An order is binding only upon BDNA's written acceptance. Deposits are due as quoted and non-refundable to the extent of committed costs. Orders cannot be changed or cancelled without written approval; resulting OEM/supplier, freight, restocking, handling, and administration costs are payable by Buyer.
PAYMENT & CREDIT	Payment is due as quoted or invoiced. Overdue amounts bear interest at 1.5% per month (18% per annum), or the lawful maximum if lower. BDNA may withhold release, suspend work, revoke credit, or require prepayment. No set-off unless BDNA agrees in writing.
DELIVERY, TITLE & RISK	The quoted delivery rule and named place control. If silent, delivery is EXW (Incoterms 2020) the release location designated by BDNA in writing. Risk transfers under that rule; title remains with BDNA until related amounts are paid. Delayed pickup may result in storage and handling charges.
SCHEDULE & INSPECTION	Delivery and completion dates are estimates unless expressly guaranteed. BDNA is not liable for delays beyond its reasonable control. Buyer must inspect promptly, record visible carrier damage/shortage, and report it to BDNA in writing within five business days.
SCOPE & COMMISSIONING	Installation, field service, commissioning, training, and travel are excluded unless quoted. Buyer is responsible for safe access and site readiness. Unauthorized installation or modification may affect warranty. No production or project-result guarantee applies unless expressly signed.
WARRANTY	Hyundai Everdigm equipment is subject to the applicable OEM policy; BDNA facilitates claims. BD Breakers and other Products are subject to the applicable BDNA or manufacturer warranty. The product-specific policy controls coverage, exclusions, claim procedure, and remedy. Normal wear, misuse, improper maintenance, and unauthorized modification are excluded.
RETURNS	Written return authorization is required. Special-order, custom-configured, used, installed, damaged, or incomplete Products may be refused. Approved non-warranty returns may be subject to return freight, inspection, refurbishment, and restocking charges.
LIABILITY, SECURITY & LAW	To the lawful maximum, BDNA excludes indirect or consequential loss, including downtime, production, profit, and project-delay loss; aggregate liability is capped at the amount paid for the specific Product or service. Buyer grants a security interest in Products and proceeds until paid. Ontario law applies; disputes are heard in Sudbury, Ontario.

BUYER ACCEPTANCE. By signing or accepting the quotation, issuing a purchase order that refers to it, paying a deposit, authorizing performance, or accepting delivery, Buyer accepts the quotation, this summary, and the Full Terms. A copy of the Full Terms must accompany or be linked from the quotation and is available from info@bdna.ca.